

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. _____
UNDER THE
ALTERNATIVES TO ABORTION GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“System Agency”) an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and Texas Pregnancy Care Network (“Grantee” or “Contractor”), having its principal office at 1101 South Capital of Texas Highway, Building K, Suite 250, Austin, Texas 78746 (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for the Alternatives to Abortion Program (“Contract”).

II. LEGAL AUTHORITY

The Contract is authorized by and in compliance with the provisions of Chapter 531 of the Texas Government Code and 2018-2019 General Appropriations Act, Senate Bill 1, 85th Legislature, Regular Session 2017.

III. CONTRACT PERIOD

The Contract will be effective on June 1, 2018. The Contract shall terminate on August 31, 2019, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two (2) additional two (2) year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

- A. The Services to be performed under this Contract are described in: (1) the Alternatives to Abortion Request for Applications (RFA) Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor’s revised Program Forms and revised Budget Documents, which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor’s RFA Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.
- B. Modifications to Alternatives to Abortion RFA:
 1. The definition of “Client”, as defined in Section 1.2 of the RFA is deleted in its entirety and replaced with the following:

“Client” means a member of the target population to be served by the Respondent's organization. A client is eligible to receive services through A2A if the person:

- (1) is pregnant; is the biological father of an unborn child; the biological parent of a child 36 months old or younger; is the adoptive parents; is a program client who experienced the loss of a child; or is a parent or legal guardian of a pregnant child who is a program client;
- (2) is a United States citizen, a United States national, or an alien who qualifies under 1 Texas Administrative Code §366.513; and
- (3) resides in Texas.

2. The introductory paragraph of Section 2.6.1 of the RFA, Mentoring and Case Management, is deleted in its entirety and replaced with the following language:

2.6.1 Mentoring and Care Coordination

The Applicant may deliver or ensure the delivery of evidence-based mentoring and care coordination to each client by a qualified care coordinator, who has at least a Bachelor's Degree in a related social services field or is a Registered Nurse or Community Health Worker. Mentoring and care coordination must relate to pregnancy, health and human services programs and enrollment, and/or parenting that meets or exceeds the following minimal criteria:

- C. In the event of a conflict, the order of precedence for these documents is as follows:

The RFA revisions in paragraph B, above;
Attachment A -- Alternatives to Abortion RFA;
Attachment B -- Contractor's revised Program Forms;
Attachment C -- Contractor's revised Budget Documents; then
Attachment D -- Contractor's RFA Application.

- D. Contractor shall provide Alternatives to Abortion Program Services to **60,930** Unduplicated Clients during the term of this Contract. The Contractor shall provide Alternatives to Abortion Program Services to **14,450** Unduplicated Clients during the remainder of Fiscal Year 2018 and to **46,480** Unduplicated Clients during Fiscal Year 2019.

V. No IMPLIED ASSUMPTIONS

Any assumptions contained in the Contractor's RFA Application or in its RFA Application revisions are rejected by HHSC and will not be a part of this Contract unless, and only to the extent reflected in Section IV, B, of this Signature Document.

VI. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

- A. The total amount of this Contract will not exceed **\$23,209,265** (\$5,779,440 in fiscal year 2018 and \$17,429,825 in fiscal year 2019) as described in the revised budget documents contained in ATTACHMENT C. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.
- B. This Contract will be paid on a cost reimbursement basis as described in Section 2.8.1 of the RFA, ATTACHMENT A.

VII. UNIFORM TERMS AND CONDITIONS

The Uniform Terms and Conditions, which is attached hereto as ATTACHMENT F and incorporated herein by this reference, is hereby modified by deleting Section 2.09 in its entirety and replacing it with the following language:

2.09 Nonsupplanting

Grant funds may be used to supplement existing, new, or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

VIII. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Alternatives to Abortion
Address: 4900 North Lamar Blvd.
Mail Code: H-102
Austin, TX 78756
Attention: Michael Gill
Email: Michael.Gill@hhsc.state.tx.us
Phone: (512) 206-4812

Grantee

Texas Pregnancy Care Network
Address: 1101 South Capital of Texas Highway, Building K, Suite 250
Austin, Texas 78746
Attention: John McNamara
Email: john@texaspregnancy.org
Phone: (512) 637-7011

IX. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Texas Pregnancy Care Network
Address: 1101 South Capital of Texas Highway, Building K, Suite 250
Austin, Texas 78746
Attention: Texas Pregnancy Care Network Executive Director – John McNamara

Notice given by Grantee will be deemed effective when received by the System Agency. Either party may change the above-referenced designed or address by written notice to the other Party.

X. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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XI. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

Name: _____
Title: _____
Date of execution: _____

GRANTEE

Name: _____
Title: _____
Date of execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – ALTERNATIVES TO ABORTION REQUEST FOR APPLICATIONS
ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS
ATTACHMENT D – CONTRACTOR'S RFA APPLICATION
ATTACHMENT E – GENERAL AFFIRMATIONS
ATTACHMENT F – UNIFORM TERMS AND CONDITIONS
ATTACHMENT G – SPECIAL CONDITIONS